

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

BRANDYN RIDGEWAY, et al.

Plaintiffs,

v.

NABORS COMPLETION &  
PRODUCTION SERVICES CO., a  
Delaware corporation; CITY OF LONG  
BEACH, a California municipality;  
TIDELANDS OIL PRODUCTION  
COMPANY, a business of unknown  
form, and DOES 1 through 200,

Defendants.

Case No.: 2:15-cv-03436-DDP-VBKx

District Judge: Dean D. Pregerson  
Magistrate Judge: Victor B. Kenton

**JUDGMENT RE: TIM SMITH**

Date: June 14, 2021  
Time: 10:00 a.m.  
Judge: Hon. Dean D. Pregerson  
Dept.: 3

WHEREAS, Plaintiff TIM SMITH (“Plaintiff” or “Smith”) filed this case on his own behalf and as a class action against Defendant NABORS COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC. (“NABORS”) on April 2, 2015, alleging among other things, claims under Labor Code §1194(a) and 1771 for failure to pay the minimum prevailing wage and overtime, under Labor

1 Code §226(e) for failure to provide accurate itemized wages statements under Labor  
2 Code §226(a), and for related interest and penalties, as well as attorneys’ fees and  
3 costs;

4 WHEREAS, on June 29, 2015 NABORS brought a motion to compel  
5 arbitration of each plaintiff’s individual claims pursuant to 9 U.S.C. §2, the Federal  
6 Arbitration Act (“FAA”) and a written arbitration agreement;

7 WHEREAS, on October 13, 2015 this Court denied NABORS’ motion to  
8 compel arbitration, finding the arbitration agreement unenforceable;

9 WHEREAS, NABORS timely appealed the denial of its motion to compel  
10 arbitration;

11 WHEREAS, on February 13, 2018 the Ninth Circuit Court of Appeals issued  
12 a Memorandum which reversed the Court’s order denying the motion and remanded  
13 with instructions;

14 WHEREAS, on July 23, 2018 this Court enforced the arbitration agreement  
15 and dismissed Plaintiffs’ individual non-PAGA claims;

16 WHEREAS, Smith commenced an individual arbitration at JAMS;

17 WHEREAS, Smith’s individual claims were adjudicated by JAMS Arbitrator  
18 Joel Grossman, Esq. resulting in a Final Arbitration Award issued May 3, 2021 in  
19 favor of Tim Smith;

20 WHEREAS, on May 3, 2021 Smith brought a petition to have his Final  
21 Arbitration Award confirmed pursuant the FAA and for additional post-arbitration  
22 attorneys’ fees associated with the petition pursuant to Labor Code §1194(a) and  
23 226(e);

24 WHEREAS, NABORS opposed the petition and moved to vacate the  
25 individual Final Arbitration Award;

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1 WHEREAS, Smith filed further briefing including opposition to Nabors'  
2 request to vacate the Final Arbitration Award and revised his requests for additional  
3 post-arbitration attorneys' fees;

4 WHEREAS, on June 25, 2021, this Court granted Smith's petitions confirmed  
5 the Final Arbitration Award, denied NABORS' request to vacate the award, and  
6 referred Smith's additional post-arbitration attorneys' fees request pursuant to Labor  
7 Code §1194(a) and 226(e) to arbitration.

8  
9 **THEREFORE, IT IS ADJUDGED THAT:**

10 Plaintiff TIM SMITH shall recover against Defendant NABORS  
11 COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES,  
12 INC. ("NABORS") in the following amounts:

- 13 1. Wages in the amount of \$207,669.43,
- 14 2. Statutory interest thru October 19, 2020 in the amount of \$157,549.20 and  
15 continuing from October 19, 2020 at \$56.89 per day,
- 16 3. \$4,000 in Statutory penalties under California Labor Code § 226(e); and
- 17 4. Attorneys' fees in the amount of \$304,534.80 and costs in the amount of  
18 \$6,862.36 as awarded by the Arbitrator.

19  
20 DATED: June 25, 2021

  
UNITED STATES DISTRICT COURT JUDGE